

CONSENT AND WAIVER OF LESSOR AND AGREEMENT

THIS CONSENT AND WAIVER OF LESSOR AND AGREEMENT

("Consent, Waiver and Agreement") is made the ___ day of ___, 2005, by and among LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, ("~~Landlord~~"), NATIONAL RAILROAD PASSENGER CORPORATION (aka Amtrak), a corporation organized under the Rail Passenger Service Act and operating as a District of Columbia corporation ("Lessee"), and TALLAHASSEE FILM SOCIETY, INC. a non-profit, ~~Florida~~ corporation ("Licensee").

Lessor entered into that certain lease agreement ("Lease"), dated April 29, 1999, pursuant to which Lessor permits Lessee to use, in connection with Lessee's business of providing intercity rail passenger services, certain of real property owned by Lessor and located in Tallahassee, Florida and more particularly described in the Lease (hereinafter referred to as the "Premises"). Lessee now desires to grant a license to Licensee to use certain portions of the Premises (such portions hereinafter referred to as the "Licensed Area") pursuant to a certain License Agreement, attached hereto as Exhibit A and incorporated herein ("License Agreement"). Lessee and Licensee have requested Lessor's consent to the License Agreement and Lessor's waiver of the provisions of the Lease to the extent they prohibit Lessee from entering into the License Agreement. Subject to the terms and conditions set forth herein, Lessor is willing to grant such consent and waiver.

Lessor hereby consents to the execution by Lessee and Licensee of the License Agreement and waives the provisions of the Lease to the extent they prohibit Lessee from entering into the License Agreement, upon the following terms and conditions to which all parties hereto agree to be bound:

1. Nothing in the License Agreement shall expand the liability or obligations of Lessor, whether to Lessee, Licensee or any other person or entity, the undersigned hereby expressly disapproving anything in the License Agreement that purports to so expand the liability or obligations of Lessor.
2. The expiration or any termination of the Lease shall immediately terminate the License Agreement.
3. The License Agreement may not be amended without the written consent of ~~Landlord~~. Lessor
4. The parties acknowledge that Lessee is hereby designating, pursuant to Section 18 of the Lease, a change in the address for Lessee set forth in Section 18 of the Lease. The new address for Lessee shall be:

Appendix D

National Railroad Passenger Corporation
30th Street Station
4 South
Philadelphia, PA 19104
Attention: Vice President Real Estate Development

Attachment # 1
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5. Upon notice to Lessee from Lessor (given in accordance with Section 18 of the Lease) requiring Lessee to terminate the License Agreement and specifying the effective date of the required termination, which date must be at least sixty (60) days after the date that such notice shall be deemed to have been delivered to and received by Lessee pursuant to Section 18 of the Lease, Lessee shall, upon at least thirty (30) days notice to Licensee, terminate the License Agreement effective upon the termination date specified in the notice to Lessee.

IN WITNESS WHEREOF, the parties have caused this Consent, Waiver and Agreement to be duly executed as of the date first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION

WITNESS:

BY: _____
Name:
Title:

BY: _____
Name:
Title:

TALLAHASSEE FILM SOCIETY, INC.

WITNESS:

BY: _____
Name:
Title:

BY: _____
Name:
Title:

LEON COUNTY, FLORIDA

Approved as to Form

BY: _____
Name:
Title:

BY: _____
Name:
Title: County Attorney

ATTEST:

BY: _____
Name:
Title: Clerk of Circuit Court

EXHIBIT A

License Agreement (including attachments thereto)
